

Office of General Counsel
Federal Election Commission
999 E. Street N.W.
Washington, D.C. 20463

OFFICE OF
GENERAL COUNSEL

2018 FEB 28 PM 2:05

RE: Amy for the People - Nevada CD-4
2017 Q4 Form 3 Filing IRREGULARITY

MUR #7333

Complainant

People's Project, LLC
2425 Vivid Sky Place
Henderson, NV 89044

Respondent

Amy for the People
7500 W. Lake Mead Blvd, Suite 9, Box 409
Las Vegas, NV 89128

People's Project, LLC was retained for campaign consulting services by Amy Vilela for the congressional campaign beginning, July 10, 2017 until People's Project, LLC terminated its relationship with the campaign on December 11, 2017. This is the committee to elect Amy Vilela in Nevada's 4th congressional district.

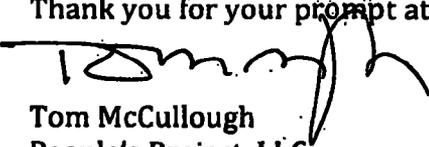
People's Project, LLC is filing this complaint concerning omissions from the FEC FORM 3 filed by Amy for the People for the period ended December 31, 2017.

The following items were not included in the FEC FORM 3 Filing for the period ended December 31, 2017.

- Payment of \$2,000 on October 26, 2017 to People's Project, LLC for campaign consulting services.
- Payment of \$3,263.88 on December 19, 2017 to People's Project, LLC for campaign consulting services. (Copy of check attached.)
- Accounts payable of \$19,538.00 to People's Project, LLC for campaign consulting services. (Copy of payment agreement attached.)

By not reporting these items this campaign has materially understated its expenses and overstated its cash on hand position at the end of the quarter ended December 31, 2017.

Thank you for your prompt attention to this matter.


Tom McCullough
People's Project, LLC
Managing Partner

State of Nevada
County of Clark



Signed and sworn before me on 26 February 2018 by Tom McCullough



Attachments:

FEC FORM 3

Check #1001

Terms and conditions for termination of consulting agreement

Amy for the People
7500 W Lake Mead Ste 9
PO BOX 409
Las Vegas, Nevada

001001

99-76/1211

DATE 12/19/17

PAY TO THE
ORDER OF

Peoples Project LLC

\$ 3751.22

Three Thousand Seven Hundred Fifty One and 22/100 DOLLARS 

Bank of the West
9021 W Sahara Ave.
Las Vegas, NV

Amy Vitela

MEMO _____

DO NOT WRITE IN THESE SPACES

ENCLOSURE
Tom
for deposit

FEC FORM 3

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT Example: If typing, type over the lines. 12FE4M5

Amy for the People

ADDRESS (number and street) 7601 Finishing Touch Ct

x Check if different than previously reported. (ACC)

Las Vegas NV 89149

CITY STATE ZIP CODE

2. FEC IDENTIFICATION NUMBER

C C00649707

3. IS THIS REPORT NEW OR AMENDED

STATE DISTRICT

NV 04

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

- April 15 Quarterly Report (Q1)
July 15 Quarterly Report (Q2)
October 15 Quarterly Report (Q3)
x January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

- Primary (12P) General (12G) Runoff (12R)
Convention (12C) Special (12S)

Election on in the State of

(c) 30-Day POST-Election Report for the:

- General (30G) Runoff (30R) Special (30S)

Election on in the State of

5. Covering Period 10 01 2017 through 12 31 2017

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

McKinney, Josiah, . . .

Type or Print Name of Treasurer

McKinney, Josiah, . . .

Signature of Treasurer

[Electronically Filed]

Date

12 31 2017

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 52 U.S.C. §30109.

Table with 7 columns and 1 row for Office Use Only.

SUMMARY PAGE
of Receipts and Disbursements

FEC Form 3 (Revised 05/2016)

PAGE 2 / 18

Write or Type Committee Name
Amy for the People

Report Covering the Period: From: ^{M M} 10 ^{D D} 01 ^{Y Y Y Y} 2017 To: ^{M M} 12 ^{D D} 31 ^{Y Y Y Y} 2017

	COLUMN A This Period	COLUMN B Election Cycle-to-Date
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))....	47309.32	47309.32
(b) Total Contribution Refunds (from Line 20(d))	0.00	0.00
(c) Net Contributions (other than loans) (subtract Line 6(b) from Line 6(a))	47309.32	47309.32
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17).....	17532.65	17532.65
(b) Total Offsets to Operating Expenditures (from Line 14).....	0.00	0.00
(c) Net Operating Expenditures (subtract Line 7(b) from Line 7(a))	17532.65	17532.65
8. Cash on Hand at Close of Reporting Period (from Line 27).....	33253.92	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	0.00	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	3477.25	

For further information contact:

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Toll Free 800-424-9530
Local 202-694-1100

1802019091374951

People's Project, LLC
2425 Vivid Sky Place
Henderson, Nevada 89044

December 11, 2017

Amy Vilela
9069 Entrancing Avenue
Las Vegas, Nevada 89149

Re: Severance Letter PPLLC and Amy Vilela:
Terms and Conditions of Termination of Consulting Agreement

Dear Amy Vilela,

This correspondence is in regard to our current consulting agreement and relationship with the People's Project, LLC (PPLLC). PPLLC has been providing a scope of services outlined in, but not limited to, said contract for you, our Client Amy Vilela, and your Congressional Campaign in Nevada's 4th Congressional District (the Campaign) entered into formally with PPLLC on July 10, 2017 through the present day, December 11, 2017.

In recent weeks, the Campaign has instituted a number of managerial and structural changes. For this reason, please consider this PPLLC's 14 day notice of termination, or immediate termination, if mutually agreed upon, and when payment in full is rendered to the PPLLC as per *Item 1 – Term and Schedule B: Fee, Schedule of Services, and Payment Schedule* in the PPLLC Consulting Agreement.

Although there is an outstanding balance, in the spirit of goodwill and with the desire that the Campaign suffers no damage, PPLLC extends and agrees to the following offer.

The following terms and conditions outlined below are in order to fulfill the legal contractual obligations and are reasonable and fair. Both parties must adhere to these terms and conditions until payment in full is rendered or this offer is void and the terms of the PPLLC Consultant's Agreement Contract remain in force.

Terms and Conditions:

Payment to PPLLC will be a priority, rendered before that of any other invoice, entity, employee, contractor, or independent contractor.

PPLLC will continue to have access to all and any campaign related bank accounts and Act Blue accounts until all PPLLC invoices are paid in full and to date.

Payment Option 1:

Remit payment today of all invoices totaling \$22,801.88 as stated in the attached PPLLC invoices and contract.

or

Payment Option 2:

Remit payment of a minimum of \$3,263.88 today, and remit payment on or before every consecutive Tuesday hence forth to pay oldest invoice first until all invoices are paid IN FULL. At any time during the Option 2 payment schedule (below), payment in full for all invoices may be rendered in order to conclude business with PPLLC.

1st payment to will roll into 2nd payment to be payed on December 19, 2017. \$632.48 to remitted on December 19, 2017.

Option 2 Payment Schedule:		
December 11, 2017 -	\$3,263.88	
December 19, 2017 -	\$3,057.60	
December 26, 2017 -	\$4,136.50	
January 2, 2018 -	\$8,499.90	
January 9, 2018 -	\$3,844.00	

Handwritten notes: "Either payment or schedule remitted or Ex of bank balance which ever is less. Outstanding balances" with arrows pointing to the table.

Provided Amy Vilela, and the Campaign remain in compliance with the forgoing, and render to roll payment in full, PPLLC will do the following:

1. Forgo any further service fees or percentage fees on funds raised as of today. December 11, 2017.
2. Prorate service and percentage fees through December 11, 2017, and stop billing for any service or percentage fees subsequent to December 11, 2017.
3. Agree to nullify Section 8 Non-solicitation of Employees and Subcontractors in the PPLLC Consultant's Agreement for both parties and any future parties to continue working for or with the Campaign or People's Project, LLC.

Although our formal relationship is being terminated, we wish the campaign much success and look forward to hearing of your progress moving forward. We wholeheartedly do wish for you to be happy and are pleased that you have been able to find management and consulting services that might better suit your rapidly growing needs. If we can be of any service in the future, please let us know. Good luck to you.

Sincerely,

People's Project, LLC Managing Partners

I, Amy Vilela, understand and agree to the above terms and conditions of termination addressed in this letter.

Client Print Name: Amy Vilela Date: 12-11-17

Client Signature: Amy Vilela Date: 12-11-17

Managing Partner Print Name: Tom McCullough Date: 12-11-17

Managing Partner Signature: Tom McCullough Date: 12-11-17